

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Amend the Agreement with Camp Dresser and McKee, Inc.(CDM) to provide Construction Administration Services for the 25th Street Storage Tank and Pump Station Project.

**Issue:**

Shall the City retain CDM to provide Construction Administration services for the duration of the Storage Tank and Pump Station Project?

**Item Summary/Recommendation:**

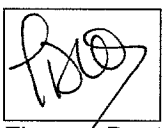
It is recommended that the City Commission approve the Resolution authorizing the Mayor and City Clerk to execute the attached Amendment No. 13 to the Agreement between the City of Miami Beach and Camp Dresser and McKee, Inc. to provide Construction Administration Services during the construction of the two 3-million gallon water storage tanks and pump station at the 25<sup>th</sup> Street Public Works Yard.

**Advisory Board Recommendation:**

Not Applicable

**Financial Information:**

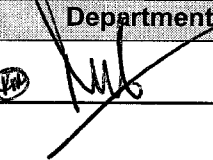
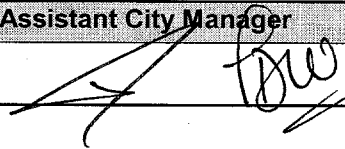
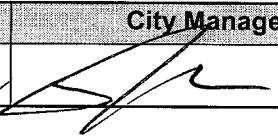
| Source of Funds: |       | Amount        | Account  | Approved |
|------------------|-------|---------------|----------|----------|
|                  | 1     | \$277,440.00  | 424.2312 |          |
|                  | 2     |               |          |          |
|                  | 3     |               |          |          |
|                  | 4     |               |          |          |
|                  | Total | \$ 277,440.00 |          |          |

  
Finance Dept.

**City Clerk's Office Legislative Tracking:**

Carl Hastings (extension 6210)

**Sign-Offs:**

| Department Director   | Assistant City Manager   | City Manager  |
|---|--|---|
|  |  |  |

AGENDA ITEM C7A

DATE 7-2-03

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** July 2, 2003

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 13 TO THE AGREEMENT WITH CAMP, DRESSER, AND MCKEE, INC. (CDM) TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES DURING THE CONSTRUCTION OF TWO NEW WATER TANKS AND A NEW WATER PUMPING STATION AT THE 25<sup>TH</sup> STREET PUBLIC WORKS YARD; APPROVING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$277,440 FOR THIS PURPOSE FROM WATER AND SEWER BOND FUND 424.**

### ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

### FUNDING:

Funds are available in Water and Sewer Bond Fund Number 424. Funding previously allocated for the South Pointe Wastewater Master Booster Pump Station will be re-allocated from that project to the 25<sup>th</sup> Street Water Tanks and Pump Station project. The funds reallocated from the South Pointe Wastewater Master Booster Pump Station will be replaced by South Pointe RDA Tax Increment Funds.

### ANALYSIS

On December 1, 1993, the City Commission passed Resolution No. 93-20981 authorizing the Mayor and City Clerk to execute an agreement between the City of Miami Beach and Camp Dresser & McKee, Inc. to provide engineering services for the development of a Water System Master Plan. In 1995, following the preparation of the Water and Sewer Master Plan and a water rate study, a water and sewer revenue bond issue in the amount of \$59 Million was authorized by the City Commission. The bond proceeds have been used to implement a program to upgrade the City's water and sewer systems. Because of the magnitude of the program and the long lead time for the planning and design of the improvements, the City's professional services agreement with CDM provided for the on-going evaluation and control of the terms and conditions of the required work, through the approval of periodic amendments to the underlying Agreement, authorizing work already included in the scope of the agreement.

The Water and Sewer Master Plan identified the need to replace the two potable water tanks and the re-pumping station at the 25<sup>th</sup> Street Public Works Yard. The current facilities consist of equipment and structures that have well exceeded their design life cycle. One of the two potable water tanks that occupied the site has already been demolished due to concerns about its structural integrity. Similar concerns exist about the remaining tank. The existing pumping station currently operates with only one pump in service due to an electrical fire that destroyed a portion of the pumping and electrical equipment. Prompt replacement of these facilities is needed to maintain reliable potable water service to the customers of the City's system.

The City Commission acted in March of this year by approving Resolution Number 2003-25158, authorizing the Administration to enter a Contract with Jasco Construction Company, Inc. to construct facilities to replace the remaining steel tank and pump station with two 3 million-gallon pre-stressed concrete tanks and a new pumping station. These facilities were designed by CDM under a previous Amendment to their Agreement, which provided only for design services.

Jasco Construction Company was selected to construct the Water Tanks and Pumping Station as Construction Manager-at-Risk. As with any construction project, it is desirable to have an experienced and objective engineer monitor the work. The construction of the pumping station and pre-stressed concrete water storage tanks is a complex activity requiring detailed Construction Administration. In addition to having designed the facility being constructed, CDM has a long history of involvement and experience with the City's Water System, which makes the firm well-qualified to provide Construction Administration Services for this important project.

CDM's responsibilities during the project will include: Review of all shop drawings and other documents, evaluation of any proposed substitution of materials or methods proposed by the contractor, conducting regular coordination meetings, reviewing and approving payment requests submitted by the Contractor and providing a Resident Project Representative who will be on-site daily to observe all aspects of the construction. The City's Building Department has requested that special inspectors be provided for Geo-Technical, Piling and Structural portions of the project. CDM has agreed to provide the required special inspection services as part of their proposal for Construction Administration services. The detailed scope of work proposed by CDM is attached to this memorandum. The cost of the services being provided under this proposal is \$277,440. This amount represents the necessary staff hours required based upon Jasco's current schedule at CDM's current rates. These amounts were negotiated by the CIP Office with CDM. The capital construction cost of the water tanks is \$4,840,933, pursuant to the contract executed with Jasco Construction Company, Inc.

The City's Water and Sewer Master Plan incorporates a recommendation to construct the South Pointe Wastewater Master Booster Pumping Station at the intersection of Alton Road and First Street. This facility is designed to handle the wastewater flow from Miami Beach, Surfside, Bal Harbour, and North Bay Village, and construction plans are currently under design by CDM. Proposed funding for the project includes \$5,464,954 from Water and Sewer Bond, Series 2000, Fund 424.

Because the Wastewater Master Booster Pumping Station is located within the South Pointe Redevelopment Area, the Administration proposes to fund this project completely with RDA funds, and reallocate the Water and Sewer Bond funds to other eligible capital projects. The 25<sup>th</sup> Street Water Storage Tanks and Pump Station is one of those projects.

The Administration recommends reallocating the funds previously allocated to the Master Booster Pumping station for the purpose of providing the Construction Administration services by CDM from these reallocated funds. At this time only \$277,440 of the total funds is being reallocated.

**CONCLUSION:**

It is recommended that the City Commission approve the attached Resolution authorizing the Mayor and City Clerk to execute the attached Amendment No. 13 to the Agreement between the City of Miami Beach and Camp Dresser and McKee, Inc. to provide Construction Administration Services during the construction of the two 3-million gallon water storage tanks and pump station at the 25<sup>th</sup> Street Public Works Yard.

JMG/RCM/TH/MB/CH

T:\AGENDA\2003\jul0203\consent\CDM Amendment 13 Memo.doc

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 13 TO THE AGREEMENT WITH CAMP, DRESSER, AND MCKEE, INC. (CDM) TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES DURING THE CONSTRUCTION OF THE TWO NEW WATER TANKS AND NEW WATER PUMPING STATION AT THE 25TH STREET PUBLIC WORKS YARD AND APPROVING AND APPROPRIATING FUNDS, IN THE AMOUNT OF \$277,440, FOR THIS PURPOSE.**

**WHEREAS**, on December 1, 1993, the Mayor and City Commission approved Resolution No. 93-20981, authorizing the Mayor and City Clerk to execute an Agreement between the City and Camp Dresser & McKee, Inc. (CDM) (Agreement) to provide engineering services for the development of a Water System Master Plan; and

**WHEREAS**, in 1995, following the preparation of the Water and Sewer Master Plan and a water rate study, a \$59 million Water and Sewer Revenue Bond issue was authorized by the City Commission, the bonds would be used to implement a program to upgrade the City's water and sewer systems; and

**WHEREAS**, the City's Water and Sewer Master Plan identified the need to replace the two steel potable water tanks and a re-pumping facility at the 25<sup>th</sup> Street Public Works Facility; and

**WHEREAS**, one of the two potable water tanks that occupied the site has been demolished due to concerns over its structural integrity, the current remaining water tank and re-pumping facility consist of equipment and structures that have well exceeded their design life cycle; and

**WHEREAS**, pursuant to Resolution Number 2002-24831, approved on May 8, 2002, replacement facilities needed to provide reliable potable water service to the customers of the City's water distribution system have been designed by CDM; and

**WHEREAS**, the City Administration entered into a Contract with Jasco Construction Company, Inc. pursuant to Resolution Number 2003-25158, approved on March 19, 2003, for the construction of the two new water storage tanks and a replacement pumping station; and

**WHEREAS**, due to the fact that the water tanks and pumping station improvements were designed by CDM, and because this firm has a lengthy history of familiarity with the City's water distribution system, it is prudent to ask this firm to provide Construction Administration services to the City to monitor and oversee the construction of this facility; and

**WHEREAS**, the Administration now recommends that the Mayor and City Commission approve the attached Amendment No. 13 to the Agreement, this Amendment will provide Construction Administration services during the construction phase of the Contract with Jasco, CDM will assist the City to monitor and oversee the activities of the contractor to assure that the project is built in accordance with the approved plans and specifications, and will provide special inspection services requested by the City's Building Services Department as a condition of permit issuance, this Amendment will increase the compensation to CDM by \$277,440; and

**WHEREAS**, funding from the Water and Sewer Bond Fund 424 which had previously been allocated for the proposed Wastewater Master Booster Pump Station will be re-allocated for this purpose; this amount will be replaced by funds from the South Pointe RDA Tax increment Fund.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission authorize the Mayor and City Clerk to execute Amendment No. 13 to the Agreement with Camp, Dresser, and McKee, Inc. (CDM) to provide Construction Administration services, and special inspection services during the construction of two new water storage tanks and a new water pumping station at the 25<sup>th</sup> Street Public Works yard; approving and appropriating funds in the amount of \$277,440 for this purpose.


PASSED and ADOPTED this 2nd day of July, 2003.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

6-20-03  
\_\_\_\_\_  
Date

## CITY OF MIAMI BEACH CONSULTANT SERVICE ORDER

**TO:** Camp Dresser and McKee, Inc.  
800 Brickell Avenue, Suite 710  
Miami, FL 33131

Dated: July , 2003

**RE:** Amendment 13 to the Agreement between City of Miami Beach and Camp Dresser and McKee, Inc. dated December 1, 1993

Pursuant to the Agreement between the City of Miami Beach and Camp Dresser and McKee, Inc. (CDM) for Professional Services, dated December 1, 1993, (Agreement) the parties desire to amend the Agreement to retain the services of CDM to provide Construction Administration Services during the construction of the 25<sup>th</sup> Street Ground Storage Tanks and Pump Station. This project consists of two new 3-Million Gallon pre-stressed concrete storage tanks and a new potable water repumping station. The services to be provided are more particularly described in the attached Scope of Work.

**Project Name:** 25<sup>th</sup> Street Storage Tanks and Pump Station Construction  
Administration Services.

**Calendar days to complete the work:**

14 months from the First Notice to Proceed, including an 11 month construction period.

|                                    |                                   |                  |
|------------------------------------|-----------------------------------|------------------|
| <b>Fee for this Service Order:</b> | Task 1.0 Lump Sum                 | \$159,100        |
|                                    | Task 2.0 Not to Exceed            | 59,400           |
|                                    | Task 3.0 Not to Exceed            | 38,940           |
|                                    | Allowance for Additional Services | <u>20,000</u>    |
|                                    | <b>Total Service Order:</b>       | <b>\$277,440</b> |

|               |          |                    |                      |
|---------------|----------|--------------------|----------------------|
| Basic Service | <u>X</u> | Additional Service | Reimbursable Expense |
|---------------|----------|--------------------|----------------------|

**ACCEPTED:** Camp Dresser and McKee, Inc.

Victor J. Pujals, P.E. DEE, Vice President

CITY OF MIAMI BEACH

\_\_\_\_\_  
City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
Mayor

MM [Signature] - 6-18-07  
City Attorney Date

# CITY OF MIAMI BEACH CONSULTANT SERVICE ORDER

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800 Brickell Avenue, Suite 710  
Miami, FL 33131

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|                                    | Allowance for Additional Services | <u>20,000</u>    |
|                                    | <b>Total Service Order:</b>       | <b>\$277,440</b> |

Basic Service   X   Additional Service            Reimbursable Expense           

**ACCEPTED:** Camp Dresser and McKee, Inc.

**Victor J. Pujals, P.E. DEE, Vice President**

CITY OF MIAMI BEACH

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

City Clerk

Mayor

**City Attorney**

**Date**



**Scope of Work Order  
City of Miami Beach  
Capital Improvements Projects Office  
25<sup>th</sup> Street Ground Storage Tanks and Booster Pump Station  
Services During Construction**

## **Introduction & Clarifications**

On May 24, 2002 the City of Miami Beach (CITY) authorized Camp Dresser & McKee Inc. (CONSULTANT) to complete design plans and specifications for the addition of two 3.0 million gallon storage tanks and a new water booster pump station at the 25<sup>th</sup> Street Public Works Complex. This project will be constructed by the construction manager at risk (Jasco) (CONTRACTOR) who is currently under contract with the CITY to construct improvements to the CITY's Fire Station at 25<sup>th</sup> Street. The CITY has negotiated a price from the CONTRACTOR. This project is expected to begin construction at the start of the second quarter of 2003, once permits are received.

The purpose of this work assignment is for the CONSULTANT to provide engineering services during the construction phase of the project. In general, the CONSULTANT will undertake the role of CONSULTANT in the AGREEMENT, CONSULTANT in the GENERAL CONDITIONS and ENGINEER in Division 1-16 of the specifications as limited by the scope of work presented below. The CITY will administer the construction contract and undertake the role of CONTRACT ADMINISTRATOR in the AGREEMENT, CITY in the GENERAL CONDITIONS and OWNER in Division 1-16 of the specifications.

In Article 6 of the GENERAL CONDITIONS, the reference to the CONSULTANT providing quality assurance is limited to the CONSULTANT providing periodic review of the work to determine if the work is being undertaken in general conformance with the Drawing and Specifications prepared by the CONSULTANT through the Scope of Work presented herein.

## **Scope of Work**

### **Task 1.0 - General Services During Construction**

The CONSULTANT will provide General Services During Construction in accordance with this Authorization prior to and during the proposed contract construction period of 330 days (11 months) to Substantial Completion (SC) and 30 days (1 month) to Final Completion (FC) after SC. This scope of work is for services during construction based on these Contract times. General Services shall include the following:

#### **1.1 Conformed Contract Documents**

The CONSULTANT will conform the Contract Documents by incorporating updates to the bid drawings and project manual to reflect building department and other revisions. Four sets of conformed Contract Documents will be submitted to the CITY for contract execution purposes. The CONSULTANT will issue additional sets of Contract Documents for use during the construction period as follows:

- a. CONTRACTOR - 3 full-size sets
- b. CITY - 3 full-size set  
- 5 half-size sets
- c. SOILS TESTING LABORATORY - 1 half-size set
- d. SUBCONSULTANT (STA) - 2 full sets
- e. CONSULTANT - 2 full-sets  
- 3 half-size sets

#### 1.2 Attend Pre-Construction Meeting

The CONSULTANT will attend the Preconstruction Conference.

#### 1.3 Consult and Advise

Provide technical advice and assistance to the CITY during the construction period. Provide necessary interpretations and clarifications of the Contract Documents. The CONSULTANT will maintain a computerized document control system (DCS) during the construction period.

#### 1.4 Respond to Requests for Information (RFI)

Receive, log in, distribute, and respond to RFIs related to technical interpretation of the drawings and specifications and the contract requirements.

#### 1.5 Periodic Site Visits and Specialty Inspections

Provide periodic site visits at intervals appropriate to the various stages of construction to observe site conditions and the Work to determine whether the Work is in conformance to the Contract Documents. Such site visits by the design engineer would include: setting of the pumps cans, installation of the piling, installation of the tank pre-stressing strands, installation of the reinforcing steel, setting of the pumps, and demolition of the existing tank.

Through the use of a subconsultant, the CONSULTANT will provide the services of a "Special Inspector" required by the City's Building Department for the following:

- Soil Compaction
- Reinforced Masonry
- Piling

#### 1.6 Progress Meetings

Conduct on-site project progress meetings on a monthly basis and periodic reports of field working conditions. CONSULTANT and Resident Project Representative will attend each meeting.

#### 1.7 Review Shop Drawing Submittals

Review the schedule of submission. Receive and log in all shop drawings and other submittals distribute to appropriate parties for review. Review shop drawings and samples, the result of tests and inspections, and other data submitted by the CONTRACTOR to determine whether the Work is in conformance to the Contract Documents. Distribute submittals to appropriate entities after review. The cost of reviewing more than two (2) submittals of a single document due to CONTRACTOR's failure to adequately address the CONSULTANT's comments shall be separately billed to the CITY and payment made to the CONSULTANT under allowance account. Reimbursement to the CITY for these additional reviews, by the CONTRACTOR, shall be as defined in the Contract Documents.

#### 1.8 Review Payment Applications and Schedules

Review CONTRACTOR's "Schedule of Values" as well as any revisions thereto. Review Payment Applications for general conformance with the contract requirements and quantities installed. Make recommendations to the CITY for payment to the CONTRACTOR.

Review CONTRACTOR's Preliminary Progress Schedule and monthly progress updates and weekly 2-week look ahead schedule through project substantial completion. Recommend final payment after final completion.

#### 1.9 Perform Milestone Site Visits

Upon receipt of notice from the CONTRACTOR that this project is substantially complete, visit the site to determine if the project is substantially complete. Prepare a list of items remaining to be completed by the CONTRACTOR to complete the project. Update punchlist through additional site visits after Substantial Completion. Perform a final completion site visit to determine if the Work has been completed in accordance with the Contract Documents.

#### 1.10 Project and Quality Management

The CONSULTANT will provide administrative functions required to manage the CONSULTANT's project elements including schedule and budget. Specific activities will include:

- a. Project Update Meetings - CONSULTANT's project manager will prepare for and hold internal monthly status meetings with key project staff members throughout the project duration.

- b. Quality Assurance (QA)/Technical Review - CONSULTANT will maintain a program of QA on this project, including periodic (e.g., quarterly) review of records and documentation by the Construction Manager.
- c. Preparation of Status Reports – CONSULTANT's project manager will prepare monthly written progress reports summarizing activities completed, work remaining, and identifying any problems which are ongoing or may be anticipated.

## **Task 2.0 – Project Representation Services**

The CONSULTANT shall provide the services of a part-time (half-time) Resident Project Representative (RPR) with supplemental periodic electrical and instrumentation RPR services during appropriate stages of work to observe work of the CONTRACTOR for conformance to the Contract Documents. The RPRs are the CONSULTANT's agents and will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding their actions in accordance with the provisions of the Contract Documents. The RPR's dealings in matters pertaining to the on-site work shall in general be only with the CONSULTANT and CONTRACTOR. Dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the CITY will be only through or as directed by the CONSULTANT. The Duties, and Responsibilities, and limitations of authority of the RPR are listed in Attachment One.

The RPR shall serve as the CONSULTANTS "inspector" as defined in the CITY's Construction Management at Risk Agreement with the CONTRACTOR. The RPR will attend the CONTRACTOR's weekly filed coordination meetings.

## **Task 3.0 – Special Services During Construction**

The CONSULTANT will also provide supplementary and specific services during construction. These services shall include the following:

### **3.1 Change Orders**

Negotiate with the CONTRACTOR on behalf of the CITY the scope and cost for any necessary change orders. Prepare change orders to reflect adjustments to the construction project when warranted due to unforeseen conditions. An average of one change order per three months, in addition to the final reconciliation change order, are budgeted.

### **3.2 Record Drawings/Final Certification/Regulatory Agency Documentation**

Coordinate the receipt and review of the CONTRACTOR's information showing those significant changes made during the construction process. Prepare for the CITY a set of reproducible (mylar) record drawings, an AutoCAD diskette copy and two (2) blackline print sets showing those changes made during the construction process, based on information furnished by the CONTRACTOR. The CONTRACTOR's field set of record drawings will be forwarded to the CITY with the final record drawings.

Prepare final certifications of completion of construction to appropriate regulatory agencies, along with record drawings, as appropriate.

### 3.3 Start-Up Coordination and Assistance

Start-up services will consist of the following items:

- a. Coordinate receipt and review of equipment vendor training manuals as submitted by the CONTRACTOR in accordance with the Contract Documents.
- b. Assist with the scheduling of manufacturer's start-up and training requirements identified in the Contract Documents.
- c. Attend selected manufacturer's onsite training sessions.
- d. Attend and observe start-up.
- e. Provide debugging assistance during start-up.
- f. Assist in connection with refining or adjusting any equipment or system for the Project.
- g. Assist in developing systems and procedures for operational control.

### 3.4 Project Closeout and Final Submittals

Review the CONTRACTOR's certified survey and field record "as built" drawings of the Work. Organize and participate in final project reconciliation meetings with the CITY or the CONTRACTOR and jointly where required. Prepare the closeout documents and coordinate the closeout of the project.

## Allowance for Additional Services

Tasks 1 through 3 include those services considered desirable by the CITY at the time of execution of this Contract. The following allowances are established in the case that, during the execution of the Work, the CITY finds that additional technical services are desired by the CITY from the CONSULTANT.

- A. CITY-directed modifications to the design during construction and preparation of associated design and change order documentation.

#### B. Substitution of Materials and Equipment

The CONSULTANT will investigate, study, and advise the CITY on any proposed substitutions of material or equipment submitted by the CONTRACTOR. CONSULTANT shall advise the CITY with respect to same in accordance with the Contract Documents (i.e., 15 days for review).

The costs of reviewing substitute products, in excess of two times, as submitted by the CONTRACTOR, shall be separately billed to the CITY and payment made to the CONSULTANT as an allowance item. Reimbursement to the CITY, by the CONTRACTOR, shall be as defined within the Contract (Section 01300).

- C. Inspections and preparation of any partial completions of any portion of the project.
- D. Review of shop drawings associated with CITY-directed changes in design and/or specified equipment, or shop drawing reviews in excess of two submittals for specified equipment.
- E. Additional services by the CONSULTANT beyond the original specified Contract Times.
- F. Additional technical services for resolving claims, litigation, or other disputes with the CONTRACTOR.
- G. Any costs associated with the discovery of Hazardous Materials as described in Article 29.3.

The budget allowance for the additional services described above is \$20,000.

## Safety

CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

## Data or Assistance to be Provided by CITY

- A. Assign a CONTRACT ADMINISTRATOR to represent the CITY on this assignment.
- B. Assist in the scheduling of necessary shutdowns during the execution of the Work by the CONTRACTOR.
- C. Payment of all permit fees associated with this project.
- D. System data monitoring and control will be performed by CITY staff in accordance with the operational testing protocol.
- E. Provide CONSULTANT with an electronic document disclaimer prior to the transfer of electronic documents (e.g., drawings and manuals).

## Deliverables

- A. Four sets of conformed (as bid with revisions) drawings (11-inch x 17-inch) and specifications including Building Department revisions.
- B. Seventeen sets of drawings (eight full size and nine half-size) issued for construction.

- C. Copies of pre-construction and monthly progress meeting minutes prepared by the CONSULTANT.
- D. One copy of all approved shop drawings, and other submittals.
- E. Copies of all correspondence to the CONTRACTOR.
- F. Copies of Change Orders.
- G. Three sets of record drawings (24-inch x 36-inch), two black-line, one vellum, and one AutoCAD diskette.

## Time of Completion

The Time of Completion is not within the control of the CONSULTANT. A tentative schedule for services is based on a 14-month time period from First Notice to Proceed (NTP) through contract closeout and including the construction contract period of 360 days (12 months).

General Services Task 1.0, and Special Services Task 3.0 will commence with the First Notice of Award is issued to the CONTRACTOR and extend through the Final Completion date for processing final documentation including final payment to the CONTRACTOR.

The RPR Task 2.0 will commence with the Second Notice to Proceed and will extend through Final Completion and readiness for final payment.

## Payment And Compensation

The total not-to-exceed fee for the above services based upon the scope of work presented in this Scope of Work Order and Attachment Two is \$277,440 as follows:

| <u>Component of Work</u>                                      | <u>Amount</u>    |
|---|------------------|
| Tasks 1.0 General Services During Construction (Lump Sum)     | \$159,100        |
| Task 2.0 Project Representation Services (Not to Exceed)      | \$ 59,400        |
| Task 3.0 Special Services During Construction (Not to Exceed) | <u>\$ 38,940</u> |
| Subtotal Tasks 1.0-3.0 (Not to Exceed)                        | \$257,440        |
| Allowance for Additional Services (Not to Exceed)             | <u>\$ 20,000</u> |
| Total Amount (Not to Exceed)                                  | \$277,440        |

The CONSULTANT shall submit monthly invoices to the CITY for the lump sum portion in accordance with the percentage of the project complete. Each invoice shall include a monthly written status report. Billing for not-to-exceed and allowance for additional services shall be billed monthly on a time and materials basis. The not-to-exceed allowance for additional services amount shall not be invoiced without prior written approval of CITY.

APPROVED BY CITY OF MIAMI BEACH

By: \_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003

FOR CAMP DRESSER & MCKEE INC.

By: *Victor J. Pujals*  
Victor J. Pujals, P.E. Vice President

Dated this 14<sup>th</sup> day of may, 2003

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

*M. Holcomb* 6-18-03  
City Attorney Date



## ATTACHMENT ONE

### DUTIES, RESPONSABILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

The duties and responsibilities of the RPR are limited to those of the Consultant in the Consultant's agreement with the CITY and in the construction Contract Documents, and are further limited and described as follows:

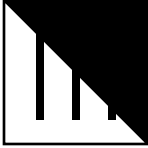
#### **A. General**

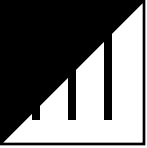
RPR is the Consultant's agent at the site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with CITY with the knowledge of and under the direction of the Consultant.

#### **B. Duties and Responsibilities of the RPR**

The RPR shall have the following duties and responsibilities:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by the Contractor and consult with the Consultant concerning acceptability.
2. Conference and Meetings: Attend meeting with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as the Consultant's liaison with the Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as the CITY's liaison with the Contractor when the Contractor's operations affect CITY's, on-site operations.
  - b. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Record the dates of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the site by the Contractor, and notify the Consultant of availability of Samples for examination.

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- c. Advise the Consultant and the Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by the Consultant.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist the Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to the Consultant whenever the RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents, or will prejudice the integrity of the design concept of the completed Projects as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work



Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observation in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials, equipment.

9. Reports:

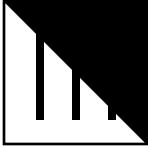
- a. Furnish to Consultant periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with the Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
  - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to the Consultant and the CITY the occurrence of any accident

- 10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to the CITY prior to final payment for the Work.

12. Completion:

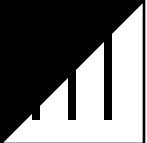
- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct final inspections in the company of Consultant, CITY and Contractor and prepare a final list of items to be completed or corrected.

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- d. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

**C. Limitations of Authority by RPR**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractors superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or Sample submittals from anyone other than Contractor.
7. Shall not authorize CITY to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.



## ATTACHMENT TWO

### PROJECT BUDGET

PROJECT: Services During Construction  
25<sup>TH</sup> Street Public Works Complex  
Ground Storage Tanks and Booster Pump Station

**BUDGET: General Services (Task 1.0)**

SUBTOTAL CDM LABOR COST: \$94,340

OUTSIDE PROFESSIONAL SERVICES:

|                           |                      |           |
|---------------------------|----------------------|-----------|
| Wingerter                 | \$ 8,520             |           |
| STA Architectural Group   | \$ 30,000            |           |
| Hector De Los Reyes       | <u>\$ 14,000</u>     |           |
| Mark-up on Subcontractors | (\$ 52,520 x 1.10) = | \$ 57,772 |

OTHER DIRECT COSTS:

|                                  |                |
|----------------------------------|----------------|
| Miscellaneous Other Direct Costs | <u>\$6,990</u> |
|----------------------------------|----------------|

SUBTOTAL ESTIMATED COST: \$159,102

USE A LUMP SUM AMOUNT OF (TASK 1.0): \$159,100

**BUDGET: Project Representative Services (Task 2.0)**

SUBTOTAL CDM LABOR COST: \$59,400

USE A NOT TO EXCEED AMOUNT OF (TASK 2.0): \$59,400

**BUDGET: Special Services During Construction (Task 3.0)**

SUBTOTAL CDM LABOR COST: \$38,940

USE A NOT TO EXCEED AMOUNT OF (TASK 3.0) \$38,940

SUBTOTAL ESTIMATED NOT-TO-EXCEED AMOUNT (TASKS 1.0 - 3.0): \$257,440

ALLOWANCE FOR ADDITIONAL SERVICES \$20,000

TOTAL ESTIMATED COST \$ 277,440